

FRN: 1151856 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R05-0001 745 2	16. Billing Account Number: 937 R05-0001 745 2
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 06/22/2001
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/05/2006	
21. Attachment #: HILLEL	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$276.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.; \$276.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible red	curring charges ( 23c x 23d): \$3,312.00
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	n-recurring charges ( 23f - 23g): \$0.00
23i. Total program year pre-discount amount ( 2	3e + 23h): \$3,312.00
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j):	\$1,523.52

FRN: 1151861 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-5444 688 7	16. Billing Account Number: 937 R01-5444 688 7
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 10/17/2001
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 11/15/2006	
21. Attachment #: HOLYA	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$225.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$225.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible re	curring charges ( 23c x 23d): \$2,700.00
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
Edit, Attition by discount anionity to chapter	Letter of Appeal
	471 Application #389344 (FRN 1151851) Metropolitan Dayton Educational Cooperative Association
	Entity #151340
23k. Funding Commitment Request ( 23i x 23j	Contact: Jerry C. Woodyard Phone (937) 223-4980

#### FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344 Funding Request Number: 1151840 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio SPIN: 143001688

Contract Number: 937 R01-3515 015 2

Billing Account Number: 937R01-3515 015 2

Service Start Date: 07/01/2004

Contract Expiration Date: 01/10/2005

Annual Pre-discount Amount for Eligible Recurring Charges: \$2,538.20

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$2,538.20

Discount Percentage Approved by the SLD: 46%

Funding Commitment Decision: \$1,167.57 - FRN approved as submitted Funding Request Number: 1151843 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-1191 011 6
Billing Account Number: 937 R01-1191 011 6
Service Start Date: 07/01/2004
Contract Expiration Date: 07/24/2004
Annual Pre-discount Amount for Eligible Recurring Charges: \$348.76
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$348.76
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$160.43 - FRN approved as submitted Service Provider Name: SBC Ohio Funding Request Number: 1151846 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio SPIN: 143001688

Contract Number: 614 R90-0332 657 6

Billing Account Number: 614 R90-0332 657 6

Service Start Date: 07/01/2004

Contract Expiration Date: 02/16/2006

Annual Pre-discount Amount for Eligible Recurring Charges: \$4,800.00

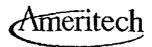
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$350.00

Pre-discount Amount: \$5,150.00

Discount Percentage Approved by the SLD: 46%

Funding Commitment Decision: \$2,369.00 - ERN approved as submitted Funding Request Number: 1151851 Funding Status: Funded Services Ordered: Internet Access SPIN: 143001688 Service Provider Name: SBC Ohio Contract Number: 937 R01-2317 013 9
Billing Account Number: 937 R01-2317 013 9
Service Start Date: 07/01/2004
Contract Expiration Date: 01/06/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,451.59
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,451.59
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$667.73 - FRN approved as submitted

Letter of Appeal
471 Application #389344 (FRN 1151851)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980





## Confirmation of Service Order - General Business Services Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan. Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the man in installation is the new circuit are or it ed to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and t'Letter of Appeal parties and supersede any discussions, representation, or prope

1 Monthly extension rates will apply for DS3 Service.

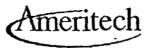
2 If termination occurs within the first year12 month rates wil Entity #151340

For DS3 Service 85 percent will apply.

471 Application #389344 (FRN 1151851)

Metropolitan Dayton Educational Cooperative Association





## Confirmation of Service Order - General Business Services Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Base Rate Point to	Base Rate Multipoint:	Fractional DS1-128:	Fractional DS1-256:	Fractional DS1-384:	DS1:	DS3 4	
, on it.				1	X		
New:	Renewal:	Change:	Move:	Add:	Remove:	Upgrade:	Disconnect;
Χ							
act No:				Existing Cli	cult ID:		
12 Mo.	36 Mo.	60 Mo.	84 Mo. 5	120 Mo. 6	Requested	Installation D	ate:
		Х					
jes:		Non Recur	ring Charges	:	Circuit Qua	antity:	# Multipoint Locations:
\$207.	<u>37</u>		\$28	0.00	1 1		
ion 201 RIV	ERSIDE DR.				1824 ST.	CHARLES A	VE.
				No. 2:			<del></del>
	Point to Point:  New:  X act No:  12 Mo.  jes:  \$207.	Point to Point:  New: Renewal: X  act No:  12 Mo. 36 Mo.  ges: \$207.37	Point to Point: DS1-128;  New: Renewal: Change: X  act No: 60 Mo. X  ges: Non Recurs	Point to Point: DS1-128: DS1-256:  New: Renewal: Change: Move: X  act No: 60 Mo. 84 Mo. 5	Point to Point:         Multipoint:         DS1-128:         DS1-256:         DS1-384:           New:         Renewal:         Change:         Move:         Add:           x         act No:         Existing Cli           12 Mo.         36 Mo.         60 Mo.         84 Mo.         5         120 Mo.         8           yes:         Non Recurring Charges:         \$280.00         Service Location No.         No.         2*	Point to Point:         Multipoint:         DS1-128:         DS1-256:         DS1-384:           New:         Renewal:         Change:         Move:         Add:         Remove:           X         act No:         Existing Circuit ID:           12 Mo.         36 Mo.         60 Mo.         84 Mo.         120 Mo.         8 Requested           X         Non Recurring Charges:         Circuit Quested           \$207.37         \$280.00         Service Location         1824 ST.	Point:  New: Renewal: Change: Move: Add: Remove: Upgrade:  X  act No:  12 Mo. 36 Mo. 60 Mo. 84 Mo. 5 120 Mo. 8 Requested Installation D. X  pes: Service Location 1824 ST. CHARLES A. No. 2: 1824 ST. CHARLES A. N

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2

and that you are authorized	to make the commitments under this Order	
CUSTOMER	AMERITECH	
Jony C Woods	l	
Authorized Customer Signature	Authorized Ameritech Signature	
Jerry C Woodyard, Exec. D	Dir.	
Print Name and Title	Print Name and Title	
01/06/2000		
Date '	Date AMERITECH CONTACT INFORM	IATION
MDECA	AMERITECH CONTACT INFORM	ATION
MDECA	4.474.6760	UEDOGAE
Company Name	ANITA LEYES	H583645
201 RIVERSIDE DR.	Ameritech Sales Representative Name	Sales C∞de
Billing Address	EXECUTONE OF DAYTON, INC.	
DAYTON, OH 45405	Company	
City, State and Zip Code	1940 W. DOROTHY LANE	
	Street Address	
JERRY WOODYARD	<del></del>	
Customer Contact	DAYTON OH 45439	
007 000 4000	City State and Zip Code	
937 223 4980		
Contact Phone Number	937 294 5900	
	Phone Number	
	937 297 5363	
Existing Billing Account Number (if applicable)	Fax Number	
	Letter of Appeal	
As used herein, Ameritech means Illinois Bell Telephone Company in Il	linois; Indiana Bei 471 Application #389344 (FRN 115	1851)

Company in Michagon; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell I

4 DS3 is not a standard tariff offering in Wisconsin.

5 Indiana only

6 Indiana only

Metropolitan Dayton Educational Cooperative Association

Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

Page 2 of 2





**MDECA** DES COMPUTER ROOM 201 RIVERSIDE DR DAYTON, OH 45405-4963

Page 1 of 2 Account Number 937 R01-2317 013 Billing Date Mar 1, 2000

Web Site www.ameritech.c

Invoice Number 937R01231703



## Monthly Statement Feb 2 - Mar 1, 2000

Bill-At-A	۱-G	land	ce
	'		. • •

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	765.84

<del>\$765.8</del>4 **Total Amount Due** Amount Due in Full By

#### Billing Summary

Questions? Call:

Ameritech Local Service 1-800-480-8088

**Total of Current Charges** 

765.84

765.84

Mar 20, 2000

### Ameritech Local Service

Monthly Service - Mar 1 thru Mar 31 Monthly Charges 319.87

Other Charges and Credits

This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

Monthly No. Description Quantity USOC Charges Date: Feb 23, 2000

Order Number: N1303482262

Special Services:

Circuit Number; .DHZA.570594..OB

Charges for Establishing New Service 1 Installation Serv Call Charge

102.00 2 Installation Charge 280.00 Services Established: (Monthly Charges are Prorated from Feb 24, 2000

to Billing Date, Mar 1, 2000)

49.60 3 Channel Mileage Termination 2 CZ4X2 992 4 Channel Mileage 3 1YZX2 41.52 8.30

Circuit Location: 1

201 RIVERSIDE DR DAYTON OH

Services Established:

(Monthly Charges are Prorated from Feb 24, 2000

to Billing Date, Mar 1, 2000)

112.50 22.50 5 Local Distribution Channel 1 TZ4X1

Circuit Location: 2

825 CREIGHTON AV DAYTON OH

Services Established:

(Monthly Charges are Prorated from Feb 24, 2000

to Billing Date, Mar 1, 2000)

116.25 23.25 6 Local Distribution Channel 1 TZ4X2 Total Charges for Circuit Number: .DHZA.570594..OB 445.97 Total Charges for Order Number: N1303482262 445.97 445.97 Total Other Charges and Credits

Total Ameritech Local Service Charges

765.84

## \$ 418.410 paid on ISC N 1151851

### News You Can Use - Summary

· PAYMENT & INQUIRIES · BATE CHANGE

See 'News You Can Use' for additional information

Benair Service, 1,800-480-8088 Telecommunications Relay System 1 800-750-0750

Return bottom portion with your check in the endosed envelope

Letter of Appeal

471 Application #389344 (FRN 1151851)

Metropolitan Dayton Educational Cooperative Association Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980



## Monthly Statement

Jun 2 - Jul 1, 2004

Bill-At-A-Glance	
Previous Bill ,	186.63
Payment - Thank Youl	186.63CR
Adjustments	1 1/2004 00
Balance	.00
Current Charges	186.63
Total Amount Due	\$186.63
Current Charges Due in Full By	Jul 23, 2004

MDECA 275 LINWOOD ST DAYTON, OH 45405-4970 Page 1 of 2 Account Number 937 R01-2017 013 9 Billing Date Jul 1, 2004

Web Site www.sbc.com

Invoice Number 937R01231707

440A100 St. Anthory

SBC Local Services

Monthly Service - Jul 1 thru Jul 31 Monthly Charges

Second availab

Surcharges and Other Fees

Ohio Educational Discount

Total SBC Local Services Charges

186.63

207.37

20.74CR

Misc

revities correct monthly charges

Billing Summary

FAN 1151851

Letter of Appeal
471 Application #389344 (FRN 1151851)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980



FRN: 1151863 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 600520000377393
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-6143 665 7	16. Billing Account Number: 937 R01-6143 665 7
17. Allowable Contract Date: 12/18/2001	18. Contract Award Date: 01/11/2002
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 03/27/2007	
21. Attachment #: ALTER	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$362.50	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$362.50	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible red	curring charges ( 23c x 23d): \$4,350.00
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	n-recurring charges ( 23f - 23g): \$0.00
23i. Total program year pre-discount amount ( 2	3e + 23h): \$4,350.00
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request ( 23i x 23j):	\$2,001.00

FRN: 1151867 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 694850000421428
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R93-1747 744 8	16. Billing Account Number: 937 R93-1747 744 8
17. Allowable Contract Date: 11/19/2002	18. Contract Award Date: 07/08/2003
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/06/2006	
21. Attachment #: CHAMI	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$124.56	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$124.56	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible r	recurring charges ( 23c x 23d): \$1,494.72
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible	I stee of Amnol
	Letter of Appeal 471 Application #389344 (FRN 1151871)
23j. % discount (from Block 4): 46	Metropolitan Dayton Educational Cooperative Association
23k Funding Commitment Reguest ( 23i v 2'	Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN: 1151871 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 694850000421428
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R91-0094 910 0	16. Billing Account Number: 937 R91-0094 910 0
17. Allowable Contract Date: 11/19/2002	18. Contract Award Date: 08/13/2003
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/08/2005	
21. Attachment #: CARRO	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$340 50	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$340.50	23d. Number of months of service: 12

23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	on-recurring charges ( 23f - 23g): \$0.00
23í. Total program year pre-discount amount ( 2	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request ( 23i x 23j):	\$1.879.56

FRN: 1151888 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 168310000473109
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R91-0202 910 9	16. Billing Account Number: 937 R91-0202 910 9
17. Allowable Contract Date: 12/23/2003	18. Contract Award Date: 02/03/2004
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 02/02/2006	
21. Attachment #: OLR	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$120.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$120.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible rec	curring charges ( 23c x 23d): \$1,440.00
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	n-recurring charges ( 23f - 23g); \$0.00
23í. Total program year pre-discount amount ( 2	· · · · · · · · · · · · · · · · · · ·
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request ( 23i x 23j):	\$662.40

FRN: 1151919 FCDL Date:			
11. Category of Service: Internet Access	12. 470 Application Number: 694850000421428		
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio		
15. Contract Number: 937 R93-1519 931 7	16. Billing Account Number: 937 R93-1519 931 7		
17. Allowable Contract Date: 11/19/2002	18. Contract Award Date: 05/06/2003		
19a. Service Start Date: 07/01/2004	19b. Service End Date:		
20. Contract Expiration Date: 06/09/2005			
21. Attachment #: STCHA	22. Block 4 Worksheet No.: 519400		
23a. Monthly Charges; \$278.00	23b. Ineligible monthly amt.: \$.00		
23c. Eligible monthly amt.; \$278.00	23d. Number of months of service: 12		
23e. Annual pre-discount amount for eligible re	curring charges ( 23c x 23d): \$3,336.00		
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00		
23h. Annual pre-discount amount for eligible no	on-recurring charges ( 23f - 23g): \$0.00		
23i. Total program year pre-discount amount ( 2	23e + 23h): \$3,336.00		
23j. % discount (from Block 4): 46			
23k. Funding Commitment Request ( 23i x 23j)	Letter of Appeal 471 Application #389344 (FRN 1151871)		
FRN: 1151926 FCDL Date:	Metropolitan Dayton Educational Cooperative Association Entity #151340		
11. Category of Service: Internet Access			

#### FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344
Funding Request Number: 1151871 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name Service Provider Name: SBC Ohio SPIN: 143001688

Contract Number: 937 R91-0094 910 0

Billing Account Number: 937 R91-0094 910 0

Service Start Date: 07/01/2004

Contract Expiration Date: 01/22/2005

Annual Pre-discount Amount for Eligible Recurring Charges: \$2,383.50

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$2,383.50

Discount Percentage Approved by the SLD: 46%

Funding Commitment Decision: \$1,096.41 - FRN approved as submitted Funding Request Number: 1151888 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio SPIN: 143001688

Contract Number: 937 R91-0202 910 9

Billing Account Number: 937 R91-0202 910 9

Service Start Date: 07/01/2004

Contract Expiration Date: 02/02/2006

Annual Pre-discount Amount for Eligible Recurring Charges: \$1,440.00

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$1,440.00

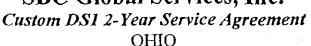
Discount Percentage Approved by the SLD: 46%

Funding Commitment Decision: \$662.40 - FRN approved as submitted Funding Request Number: 1151919 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded SPIN: 143001688
Contract Number: 937 R93-1519 931 7
Billing Account Number: 937 R93-1519 931 7
Service Start Date: 07/01/2004
Contract Expiration Date: 06/09/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,336.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,336.00
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$1,534.56 - FRN approved as submitted Service Provider Name: SBC Ohio Funding Request Number: 1151926 Funding Status: Funded Services Ordered: Internet Access SPIN: 143001688 Service Provider Name: SBC Ohio Contract Number: 937 R93-1490 931 0
Billing Account Number: 937 R93-1490 931 0
Service Start Date: 07/01/2004
Contract Expiration Date: 06/03/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,664.00 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00 Pre-discount Amount: \$2,664.00 Discount Percentage Approved by the SLD: 46% Funding Commitment Decision: \$1,225.44 - FRN approved as submitted

Letter of Appeal
471 Application #389344 (FRN 1151871)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980



## SBC Global Services, Inc.





This Agreement is entered into as of the date of the last signature hereto (the "Effective Date") between SBC Global Services, Inc., on behalf of The Ohio Bell Telephone Company, an Ohio corporation ("SBC") and \_\_\_\_MDECA\_\_\_\_\_\_("Customer").

In consideration of the covenants and undertakings herein, the parties agree as follows:

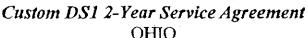
- 1. Description of Service In accordance with the terms and conditions herein, SBC shall provide 1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") between the locations designated on page 4.
- 2. Term The term for providing the Service corresponds to the term payment plan selected by Customer on page 4. Upon completion of the Service term, Customer may continue receiving the Service at the then-current rates under any available payment plan. If Customer does not select a new payment plan and does not request discontinuance of the Service prior to expiration of the term, the month-to-month tariff rates in effect at such time will automatically apply.
- 3. Rates Customer shall pay the Monthly Charge shown on page 4, which shall not be subject to increases during the term of this Agreement. All invoices from and payments due to SBC shall be made in accordance with SBC's standard billing procedures.
- 4. Applicable Tariff Regulations Except as specifically set forth herein, the terms and conditions under which the Service is provided are controlled by tariffs filed with the Public Utilities Commission of Ohio ("PUCO"). SBC's obligation to provide the Service under this Agreement is expressly contingent upon and subject to filing and approval by the public utility commission.
- 5. Installation and Cutover Consistent with the availability of certain equipment and facilities on SBC side of the NETPOP, SBC shall develop and advise Customer of the installation and cutover schedule. Cutover shall be deemed to have occurred when the Service is substantially provided to Customer. If SBC's performance is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure condition, SBC shall have the right to extend cutover for a reasonable period of time, at least equal to the period of such delay. If Customer cancels this Agreement before the Service is established, Customer shall reimburse SBC for all expenses incurred in processing the order and in installing the required equipment and facilities.
- 6. Service and Maintenance Obligations SBC represents to Customer that the Service will operate materially in accordance the service description set forth in the tariff. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies SBC within the term, SBC shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service problems seven (7) days per week and twenty-four (24) hours per day. SBC's repair obligation does not include damage, defects, malfunctions service degradations or failures caused by Customer's or a third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides SBC with access on its side of the NETPOP so as to enable SBC to perform maintenance or repair work. In the event of an interruption in the Service, a credit allowance shall be made for the affected portion of the Service to the extent specified in the tariff.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST SBC, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE SHALL BE THE OBLIGATIONS OF SBC AS SET FORTH IN THIS AGREEMENT

Letter of Appeal
471 Application #389344 (FRN 1151871)
Metropolitan Dayton Educational Cooperative Association
Entity #151340



## SBC Global Services, Inc.



98

7. Termination for Convenience If Customer terminates the Service prior to expiration of the term, Customer shall be liable to SBC (1) for the Customer's full remaining 2-year term at the time of termination as follow: If the Service is disconnected in the 1<sup>st</sup> through 23<sup>rd</sup> months the following charges will apply: 50% X the prevailing 24 Month rate X ( the number of months remaining on the 2-Year term.) (2) for any Non-Recurring Charges waived at installation if the Service is terminated prior to completion of a minimum of 24 Months on a 24-month Term. Charges shall become due in full immediately upon such termination.

Service Upgrade Customer may upgrade Service to a higher speed SBC service without incurring early termination charges; provided that the Upgraded Service is (I) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (II) is installed between the locations herein. NRCs will apply to the Upgraded Service.

- 8. Limitation of Damages The liability of SBC for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to SBC.
- 9. Assignment Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of SBC which shall not be unreasonably withheld or delayed.
- 10. Taxes and Additional Charges Customer shall remit to SBC all applicable federal, state and local taxes and all applicable municipal and state charges which arise under this Agreement unless and to the degree Customer furnishes evidence of exemption from any or all such taxes and charges.
- 11. Notices Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally or sent by express delivery service, certified mail, postage prepaid, and addressed to the parties at the addresses set forth on the front page. Notices shall be deemed given as of the date of receipt, the next business day when sent via express delivery service or three (3) days after mailing in the case of U.S. mail.
- Publicity Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.
- 13. Regulatory Approval and Jurisdiction Approval of this Agreement by the PUCO, if approval is determined by SBC to be necessary, will be obtained by SBC. If PUCO approval is required and not obtained, then this Agreement will immediately terminate and Customer shall receive a refund of any non-recurring charge paid.

Approval of this Agreement by the PUCO does not constitute a determination that the terms and provisions for termination, or any resulting termination liability, of the Agreement should be upheld in a court of law. Approval by the PUCO of the termination liability language is not intended to indicate that the PUCO has approved any terms or provisions contained therein. Signatories of this Agreement are free to pursue whatever legal remedies they may have, should a dispute of this nature arise

14. Severability - If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and e Letter of Appeal

FRN 1151871

471 Application ±389344 (FRN 1151871) Metropolitan Dayton Educational Cooperative Association Entity ±151340





# SBC Global Services, Inc. Custom DS1 2-Year Service Agreement OHIO

- 15. Waiver Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.
- Breach Either party may terminate this Agreement, or an appropriate portion of this Agreement if such breach does not affect the entire Agreement, immediately following written notice in the event the other party is in defaults as to any of its material obligations hereunder, provided (a) the defaulting party receives notice of termination containing a reasonably complete description of the default, and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.
- 17. Entire Agreement This Agreement and the applicable tariff are the complete agreement between the parties and supersede any discussions, representation or proposals, written or oral, concerning the Service. This Agreement may not be modified except by a writing signed by both parties.
- 18. Jurisdiction Based on FCC Rules and Regulations, the attached pricing is offered via the SBC tariff and is based on customer acknowledgement and certification to SBC that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the service.



Letter of Appeal
471 Application #389344 (PRN 1151871)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980





# SBC Global Services, Inc. Custom DS1 2-Year Service Agreement OHIO

	Requested Installation Date
Term Payment Plan/Monthly Charge: 24 Months	
DCs @ \$118 ea x1(Qty) = _\$118.00Subtotal	
MTs @ \$34 ea x 2 = _\$68.00 Subtotal	
M @ \$14 ea x _3 _(Qty) = _\$42.00 Sublotal	
Total:_\$228.00_	
onrecurring Service Charges Walved \$_280.00	
Ircuit Location Addresses: 101T3DYTNOHL1H01 DYTNOH	275K0
4524 Linden Ave., Dayton, OH	45432
Authorized Customer Signature	Authorized SBC Signature
Jérry Woodyárd, Executive Director  Print Name and Title ,	Print Name and Tibe
01/22/2003	Tom Water and The
Date	Oate
MDECA	
Company Name 225 Linwood St	Fax contract to: 312/795-5494
Company Name 225 Linwood St. Bäng Address	Mai <u>SIGNED ORIGINAL</u> to:
225 Linwood St.	
225 Linwood St. Bāng Address	Mail <u>SIGNED ORIGINAL</u> to: Contract Information Management
225 Linwood St. Billing Address Dayton, OH 45405 City, State, Zip	Mail <u>SIGNED ORIGINAL</u> to: Contract Information Management 225 W Randelph, Floor 25C Chicago IL 60606
225 Linwood St. Billing Address Dayton, OH 45405	Mail <u>SIGNED ORIGINAL</u> to: Contract Information Management 225 W Randelph, Floor 25C Chicago IL 60606
225 Linwood St. Billing Address Dayton, OH 45405 City, State, Zip Existing Billing Account Number (if applicable)	Mail <u>SIGNED ORIGINAL</u> to: Contract Information Management 225 W Randelph, Floor 25C Chicago IL 60606
225 Linwood St. Billing Address Dayton, OH 45405 City, State, Zip	Mail <u>SIGNED ORIGINAL</u> to: Contract Information Management 225 W Randelph, Floor 25C Chicago IL 60606
225 Linwood St. Billing Address Dayton, OH 45405 City, State, Zip Existing Billing Account Number (if applicable)	Mail <u>SIGNED ORIGINAL</u> to:  Contract Information Management 225 W Randolph, Floor 25C Chicago IL 60606  Original must be received within five (6) days after faxing.
225 Linwood St. Bäing Address Dayton, OH 45405 City, State, Zip Existing Bäing Account Number (if applicable) Sales Information	Meil SIGNED ORIGINAL to: Contract Information Management 225 W Randolph, Floor 25C Chicago IL 60606 Original must be received within five (6) days after faxing.



Fax 937-297-5363

Letter of Appeal 471 Application #389344 (FRN 1151871) Metropolitan Dayton Educational Cooperative Association Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980

Sales Director

Approval Signature.



## Monthly Statement

#### Bill-At-A-Glance: Previous Bill .00 70<del>0 1 1 2003</del> **Payment** .00 Adjustments .00 Balance 2855 109n .00 Current Charges 395.20 55.68 Total Amount Due \$398-20 Current Charges Due in Full By Nov 20, 2003

### Billing Summary

#### Questions? Call:

SBC Local Services 1-800-480-8088 Repair Service:

1-800-480-8088 Telecommunications Relay System: 1-800-750-0750

**Total of Current Charges** 395.20 MDECA ATTN JEBRY WOODYARD 225 LINNVOOR ST DAYTON, OH 45405-4970

Page Tot2 Account Number 937 R01-4149 1

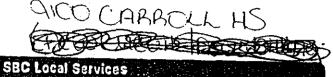
Billing Date Nov 1, 2003

Web Site www.sbc.com

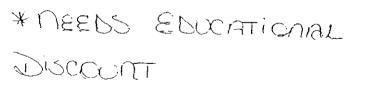
Invoice Number 937R01414911



395.20



Monthly Service - Nov 1 thru Nov 30 Monthly Charges 223.00 Additions and Changes to Service This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included. Monthly No. Description Quantity USOC Charges Date: Oct 8, 2003 Order Number N1933020865 Special Services: Circuit Number. DHZA.301490...OB Services Established: (Monthly Charges are Prorated from Oct 9, 2003) to Billing Date, Nov 1, 2003 } 1. Channel Mileage Termination 2 CZ4X2 68.00 49 97 2. Channel Mileage 3 TYZX2 42.00 30.80 Circuit Location: 3 4524 LINDEN AV DAYTON OH Services Established: (Monthly Charges are Prorated from Oct 9, 2003) to Billing Date, Nov 1, 2003 ) 3: Local Distribution Channel 1 174X2 118.00 86.53 Total Charges for Circuit Number: .DHZA 301490..08 167.20 Total Charges for Order Number: N1033020866 167.20 Total Additions and Changes to Service 167.28



# FAN 1151871

Total SBC Local Services Charges

## News You Can Use - Summar

· AV CHE DISCONNECTION

· PAYMENTS & INCHRES

395.20

- CATURG CARDITHARIGE

See Roses ton Can Use to additional information

Local Services Frouded by SBC Hinguis SBC Indiana SBC Michigan SBC Chiefer SBC Wissonian based upon the service address togetion.

Return bottom portion with your check in the endosed envelope

Metropolitan Davton Educational Cooperative Association Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980

471 Application #389344 (FRN 1151871)

Letter of Appeal



## Monthly Statement

 Bill-At-A-Glance
 228.00

 Previous Bill
 228.00 CR

 Payment - Thank You!
 228.00 CR

 Adjustments
 .00

 Balance
 .00

 Current Charges
 471.87

 Total Amount Due
 \$471.87

 Current Charges Due in Full By
 Aug-24, 2004

#### **Billing Summary**

#### Questions? Call:

SBC Local Services 1-800-480-8088 Repair Service: 1-800-727-2273 Telecommunications Relay System: 1-800-750-0750

**Total of Current Charges** 

471.87

471.87

MDECA ATTN JERRY WOODYARD 225 LINWOOD ST DAYTON, OH 45405-4970

Page 1 of 2 Account Number 937 R01-4149 149 1 Billing Date Aug 1, 2004

Web Site www.sbc.com

Monthly

118.00

Invoice Number 937R01414908

JUDANO LARROIL HS

#### **SBC Local Services**

Monthly Service - Aug 1 thru Aug 31
Monthly Charges 346.00

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

ltem

No. Description Quantity USOC Charges

Date: Jun 28, 2004

Order Number: C1033011991

Special Services:

Circuit Number: .DHZA.301490..0B

Circuit Location: 1

225 LINWOOD ST

DAYTON OH Services Changed

Charges for Services Added

(Monthly Charges are Prorated from Jun 29, 200)

to Billing Date, Aug 1, 2004)

1. Local Distribution Channel

1 TZ4X2

125.87

**Total SBC Local Services Charges** 

471.87

5339.31.1271.278620 1 AV 0.278 Aug10,2004

Mahdalallanhalallahdallahdallahdall

MDECA ATTN JERRY WOODYARD 225 LINWOOD ST DAYTON, OH 45405-4970

FRN 1151871

Letter of Appeal 471 Application #389344 (FRN 1151871) Metropolitan Dayton Educational Cooperative Association Entity #151340 Contact: Jerry C. Woodward Phone (937) 223-4980 23j. % discount (from Block 4): 46

23k. Funding Commitment Request ( 23i x 23j): \$2,001.55



12. 470 Application Number: 642890000325893			
14. Service Provider Name: SBC Ohio			
16. Billing Account Number: 937 R01-1191 011 6			
18. Contract Award Date: 01/11/2001			
19b. Service End Date:			
22. Block 4 Worksheet No.: 519400			
23b. Ineligible monthly amt.: \$.00			
23d. Number of months of service: 1			
urring charges ( 23c x 23d): \$348.76			
23f. Annual non-recurring (one-time) charges: 23g. Ineligible non-recurring amt.: \$.00			
n-recurring charges ( 23f - 23g): \$0.00			
3e + 23h): \$348.76			
\$160.43			

FRN: 1151846 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 168310000473109
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 614 R90-0332 657 6	16. Billing Account Number: 614 R90-0332 657 6
17. Allowable Contract Date: 12/23/2003	18. Contract Award Date: 02/16/1996
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 02/16/2006	
21. Attachment #: SPVAL2	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$400.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.; \$400.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible red	curring charges ( 23c x 23d): \$4,800.00
23f. Annual non-recurring (one-time) charges: \$350.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	n-recurring charges ( 23f - 23g): \$350.00
23i. Total program year pre-discount amount ( 2	······································
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request ( 23i x 23j):	\$2,369.00
	<del></del>

FRN: 1151851 FCDL Date:		
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580	
<b>13. SPIN</b> : 143001688	14 Service Provider Name: SBC Ohio	
15. Contract Number: 937 R01-2317 013 9	Letter of Appeal	
17. Allowable Contract Date: 01/06/2000	471 Application #389344 (FRN 1151843)	
19a. Service Start Date: 07/01/2004	— Metropolitan Dayton Educational Cooperative Associa Entity #151340	
20. Contract Expiration Date: 02/22/2005	Contact: Jerry C. Woodyard Phone (937) 223-4980	

### FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344
Funding Request Number: 1151840 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-3515 015 2
Billing Account Number: 937R01-3515 015 2
Service Start Date: 07/01/2004
Contract Expiration Date: 01/10/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,538.20
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,538.20
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$1,167.57 - FRN approved as submitted Funding Request Number: 1151843 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded SPIN: 143001688

Contract Number: 937 R01-1191 011 6

Billing Account Number: 937 R01-1191 011 6

Service Start Date: 07/01/2004

Contract Expiration Date: 07/24/2004

Annual Pre-discount Amount for Eligible Recurring Charges: \$348.76

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$348.76

Discount Percentage Approved by the SLD: 46%

Funding Commitment Decision: \$160.43 - FRN approved as submitted Service Provider Name: SBC Ohio Funding Request Number: 1151846 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded SPIN: 143001688
Contract Number: 614 R90-0332 657 6
Billing Account Number: 614 R90-0332 657 6
Service Start Date: 07/01/2004
Contract Expiration Date: 02/16/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$4,800.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$350.00
Pre-discount Amount: \$5,150.00
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$2,369.00 - FRN approved as submitted Service Provider Name: SBC Ohio Funding Request Number: 1151851 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded SPIN: 143001688
Contract Number: 937 R01-2317 013 9
Billing Account Number: 937 R01-2317 013 9
Service Start Date: 07/01/2004
Contract Expiration Date: 01/06/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,451.59
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,451.59
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$667.73 - FRN approved as submitted Service Provider Name: SBC Ohio

> Letter of Appeal 471 Application #389344 (FRN 1151843) Metropolitan Dayton Educational Cooperative Association Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980



Confirmation of Service Order -

Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BascRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered berein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorate amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

I Monthly extension rates will apply for DS3 Service.

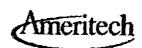
2 If termination occurs within the first year 12 month rates will apply

3 For DS3 Service 85 percent will apply.

FAN 1151843

Page 1 of 2

Letter of Appeal 471 Application #389344 (FRN 1151843) Metropolitan Dayton Educational Cooperative Association Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980







## Confirmation of Service Order -

## Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Base Rate Fractional Fractional Fractional DS1:

Service Type:	Point to	Base Rate Multipoint:	Fractional DS1-128:	Fractional	Fractional	D\$1:	D53 4	
-34	Point:	Arean profit.	D\$1-120.	DS1-256:	D81-384:			}
Order Type:	New:	Renewalt	-			X		
Crues Type.	<b>3</b>	X	Change:	Move:	Add:	Remover	Upgrade	: Disconnect:
Existing Con	tract No:		<u> </u>	<u> </u>	Existing C	ren <b>a</b> iD:	1	
Term Plan:	12 Mo.	36 Mp.	60 Mo.	1	ļ	1 //	44 1 5 5	
			X		آلە.	LeV e	ed installatio	nt Date;
Monthly Cha	rges: <u>\$348,76</u>		Non Recu	rring Charges: \$289:00	Repair	Cresit Qu	andity:	# Mustipoint Locations
Service Loca	Mon MDEGA	<del></del>	<del> </del>		Service Location	. –		VENTA
N	o. 1: 201 RIVE				No.	2: 1481 E. SP)	RING VALLE	REMIT BY RD:
You	DAYTON,	CH 45405-	f you underet			APARTE IN IN		
	a	nd that you are	authorized to	and and accept make the com	i ine terms and Hillments und	l conditions or er this Order	i Pages 1 ar	M 2
CUSTOMER		-7	, #	AMERIT		-, -w, -, -, -, -, -, -, -, -, -, -, -,		
Clan	ry C	Tolon	lin !	7				
Authorized Cu	stomer Signatu	re		Autho	rized Ameritech	Signature		
JERRY WOO	DOYARD - FX	ECUTIVE DIF	PCTOP					
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01/	1/28	5/		1 23474 [7]	and the			
Date /		· · · · · · · · · · · · · · · · · · ·	<u></u> -	Date		<del></del>		
MDECA					AMERITEC	I CONTACT IN	IFORMATIO	<b>14</b>
Company Nam	9	<del></del>	<del></del>	ANITA	LEYES			H583645
201 RIVERSI	DE DR.			Amer	itech Sales Rep	resentative Nan	ne	Sales Code
Billing Address				IDEAC	OM DAYTO	V, INC.		
DAYTON, OF	1 45405			Compa	Π <b>γ</b>			
City, State and	Zip Code		<del></del>	1940 \	N. DOROTH	Y LANE		
JERRY WOO	DYARD			Street	Address			
Customer Conf	act			DAYT	ON OH 4543:	9		
937 223 4980	)			City SI	ate and Zip Coo	le		
Customer Conf	lact Phone Num	iber		937.29	H 5900			
					Number		<del></del>	
937R011911	_			937 29	97 5363			
	Account Numb				•			

As used herein, Ameritech means Illinois Beil Telephone Company in Illinois, Indiana Bell Telephone Company Inc. in Indiana; Michigan Bell Telephone Company in Michigan. The Ohio Bell Telephone Company in Orio; and Wiscomma Bell Inc. in Wiscomsin.

Page 2 of 2

Letter of Appeal 471 Application #389344 (FRN 1151843) Metropolitan Dayton Educational Cooperative Association Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980

an-11-01 10:0	DOA EXECUTONE OF	DAYTON	937	297 5	363	P.06
DATA PROCESSING FORM	Sales Rept All	_	WO#		Spri	ng Valley
Customer Name: [	MDECA		5)C:			
Service Address:	201 RIVERSIDE DR.	DAYTON		45405		
School District:	PRIVATE	<u> </u>				107
Billing Address:					•	•
	Apply to existing bill # 937-R01-19	111	Assign new bill #	···		
Phone #:	223-4980	Fax \$:	223-2385			
Contact Name:	JERRY WOODYARD	_				
Contact Phone #:		Fax \$:	·			
	□ Base Rate □ DS-0 ☑ DS-1	DS-3 Channel	CMAX+	ed)		
CSU/DSU Provided By:	☐ Data Vendor ☐ Executorie	Customer				
Jack:	☐RM8 ☑ Smart Jack					
For DS-1 Line Code: For DS-1 Frame Format:		Dear Channel) dended Super Frame)				
Educational Discount Applied:	Ø					
Replace Existing Circuit Type:	RENEW DS-1 CONTRACT	Edaling	Circuit # DHZA.	554650		·
Data Vendor Info						
Vandor Name:	:	<del></del>				
Vendor Contact	;	<del></del> _				
Vendor Addrese	:	<del></del>				
Vandor Phone &	:	Fax.≴		•		
Point A						
A Name	: 101T3-DYTNOHL1H01 DYTNOH225	KOS CHANNEL				
A Contact	t	Jack Location:			<del></del>	
A Address	::					
A Phone #	<u> </u>	Fæx≢:		-		
<u>Point B</u>						
B Name	SPRING VALLEY ACADEMY					
B Contact	t	Jack Locations			<del></del>	
B Address	: 1461 E. SPRING VALLEY RD CE	NTERVILLE, OH 45	459	<del></del>	<del></del>	
8 Phone #	433-0790	Fax #:_	433-0914	-		
Note	<ul> <li>Ptease indicate that all additional wirk will be performed by.</li> </ul>	ng or other daregulat	ed work required to auth	orized by the cu	bns temoles	
	□ Ameritech ☑ IDeACCH	□ Data V	/endor 🔲 Custo	m <del>er</del>		

# FAN 115184

Letter of Appeal 471 Application #389344 (FRN 1151843) Metropolitan Dayton Educational Cooperative Association



**MDECA** 225 LINWOOD ST DAYTON, OH 45405-4970

Page 1 of 2 Account Number 937 R01-1191 01 Billing Date Oct 1, 2004

Web Site www.sbc.com

Invoice Number 937R01119110

Monthly Statement

# Sep 2 - Oct 1, 2004

### Bill-At-A-Glance Previous Bill 1,332,26 Payment .00 Adjustments .00 Past Due - Please Pay Immediately 1,332,26 **Current Charges** <u>1.5</u>24.92 CR Balance \$192.66CR Payment is Not Required **FINAL BILL**

#### **Billing Summary**

#### Questions? Call:

SBC Local Services 1-800-704-5500 Repair Service:

1,524.92CR

1-800-480-8088

Telecommunications Relay System:

1-800-750-0750

**Total of Current Charges** 1,524.92CR

#### SBC Local Services

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from

account activity. Item

Monthly No. Description Quantity USOC Charges

Date: Aug 25, 2004

Order Number: 01033129668

Special Services:

Circuit Number: .DHZA.554650..OB

Credit for Services Billed in Advance.

Disconnected on Jul 26, 2004

Services Affected by a Hate Change (Monthly Charges are Prorated from Jul 27, 2004

to Rate Change Date Aug 30, 2004)

1. Channel Mileage Termination 2 CZ4X3 177.00 200.60CR 2. Channel Mileage 9 1YZX3 254.25 288.15CR

(Monthly Charges are Prorated from Sep 1, 2004 to Rate Change Date Sep 30, 2004)

3. Channel Mileage Termination 2 CZ4X3 199.90 199.90CR

4. Channel Mileage 9 1YZX3 288.00 288.00CR

Circuit Location: 3

1461 E SPRING VALLEY PKE

WASHINGTON TWP OH

Credit for Services Billed in Advance,

Disconnected on Jul 26, 2004

(Monthly Charges were Billed in Advance and

are Prorated from Jul 27, 2004 to Oct 1, 2004 )

5. Local Distribution Channel 1 TZ4X3 257.00 548.27CR 1,524.92CR

Total Credit for Circuit Number: .DHZA 554650..OB Total Credits for Order Number: D1033129668

1,524,92CR Total Additions and Changes to Service 1,524.92CR

Total SBC Local Services Charges

1,524,92CR

#### News You Can Use - Summary

- AVOID DISCONNECTION
- FINAL NOTICE
- PAYMENTS & INQUIRIES
- · CALLING CARDS

See 'News You Can Use' for additional information

# FBN 1151843

Letter of Appeal

471 Application #389344 (FRN 1151843)

Metropolitan Dayton Educational Cooperative Association

Entity #151340

21. Attachment #: STANT	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$207.37	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$207.37	23d. Number of months of service: 8
23e. Annual pre-discount amount for eligible re	curring charges ( 23c x 23d): \$1,658.96
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	on-recurring charges ( 23f - 23g): \$0.00
23i. Total program year pre-discount amount ( 2	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request ( 23i x 23j):	\$763.12

FRN: 1151856 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893
13. SPIN: 143001688	14. Service Provider Name; SBC Ohio
15. Contract Number: 937 R05-0001 745 2	16. Billing Account Number: 937 R05-0001 745 2
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 06/22/2001
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/05/2006	
21. Attachment #: HILLEL	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges; \$276.00	23b. Ineligible monthly amt.; \$.00
23c. Eligible monthly amt.: \$276.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible red	curring charges ( 23c x 23d); \$3,312.00
23f. Annual non-recurring (one-time) charges: 23g. Ineligible non-recurring amt.: \$.00	
23h. Annual pre-discount amount for eligible no	n-recurring charges ( 23f - 23g); \$0.00
23i. Total program year pre-discount amount ( 2	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request ( 23i x 23j):	\$1,523.52

FRN: 1151861 FCDL Date:		
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893	
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio	
15. Contract Number: 937 R01-5444 688 7	16. Billing Account Number: 937 R01-5444 688 7	
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 10/17/2001	
19a. Service Start Date: 07/01/2004	19b. Service End Date:	
20. Contract Expiration Date: 11/15/2006		
21. Attachment #: HOLYA	22. Block 4 Worksheet No.: 519400	
23a. Monthly Charges: \$225.00	23b. Ineligible monthly amt.: \$.00	
23c. Eligible monthly amt.: \$225.00	23d. Number of months of service: 12	
23e. Annual pre-discount amount for eligible re	curring charges ( 23c x 23d): \$2,700.00	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00	
23h. Annual pre-discount amount for eligible n	Letter of Appeal 471 Application #389344 (FRN 1151856)	
23i. Total program year pre-discount amount (	Metropolitan Dayton Educational Cooperative Association	
23j. % discount (from Block 4): 46	Entity #151340	
23k. Funding Commitment Request ( 23i x 23j)	Contact: Jerry C. Woodyard Phone (937) 223-4980	

#### FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344 Funding Request Number: 1151856 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio SPIN: 143001688
Contract Number: 937 R05-0001 745 2
Billing Account Number: 937 R05-0001 745 2
Service Start Date: 07/01/2004
Contract Expiration Date: 06/22/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,312.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,312.00
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$1,523.52 - FRN approved as submitted Funding Request Number: 1151861 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio Contract Number: 937 R01-5444 688 7
Billing Account Number: 937 R01-5444 688 7
Service Start Date: 07/01/2004
Contract Expiration Date: 10/17/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,700.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00 Pre-discount Amount: \$2,700.00 Discount Percentage Approved by the SLD: 46% Funding Commitment Decision: \$1,242.00 - FRN approved as submitted Funding Request Number: 1151863 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded SPIN: 143001688
Contract Number: 937 R01-6143 665 7
Billing Account Number: 937 R01-6143 665 7
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2007
Annual Pre-discount Amount for Eligible Recurring Charges: \$4,350.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$4,350.00
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$2,001.00 - FRN approved as submitted Service Provider Name: SBC Ohio Funding Request Number: 1151867 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio Service Provider Name: SBC Ohio Contract Number: 937 R93-1747 744 8
Billing Account Number: 937 R93-1747 744 8
Service Start Date: 07/01/2004
Contract Expiration Date: 01/22/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,494.72
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,494.72
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$687.57 - FRN approved as submitted

> Letter of Appeal 471 Application #389344 (FRN 1151856) Metropolitan Dayton Educational Cooperative Association Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980

## Ameritech

## Custom DSI Service Agreement OHIO METRO

This Agreement is entered into as of _	06/22/2001	(the "Effective Date") between Ameritech Enhanced Busines	22
Services, a division of Ameritech Infor	mation Systems, Inc.,	on behalf of The Ohio Bell Telephone Company, an Ohio corporat	lion
and MDECA		("Customer").	

In consideration of the covenants and undertakings herein, the parties agree as follows:

- 1. Description of Service In accordance with the terms and conditions herein, Ameritech shall provide 1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") between the locations designated on page 4.
- 2. Term The term for providing the Service corresponds to the term payment plan selected by Customer on page 4. Upon completion of the Service term, Customer may continue receiving the Service at the then-current rates under any available payment plan. If Customer does not select a new payment plan and does not request discontinuance of the Service prior to expiration of the term, the month-to-month tariff rates in effect at such time will automatically apply.
- 3. Rates Customer shall pay the Monthly Charge shown on page 4, which shall not be subject to increases during the term of this Agreement. All invoices from and payments due to Ameritech shall be made in accordance with Ameritech's standard billing procedures.
- 4. Applicable Tariff Regulations Except as specifically set forth herein, the terms and conditions under which the Service is provided are controlled by tariffs filed with the Public Utilities Commission of Ohio ("PUCO"). Ameritech's obligation to provide the Service under this Agreement is expressly contingent upon and subject to filing and approval by the public utility commission.
- Installation and Cutover Consistent with the availability of certain equipment and facilities on Ameritech's side of the NETPOP, Ameritech shall develop and advise Customer of the installation and cutover schedule. Cutover shall be deemed to have occurred when the Service is substantially provided to Customer. If Ameritech's performance is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure condition, Ameritech shall have the right to extend cutover for a reasonable period of time, at least equal to the period of such delay. If Customer cancels this Agreement before the Service is established, Customer shall reimburse Ameritech for all expenses incurred in processing the order and in installing the required equipment and facilities.
- 6. Service and Maintenance Obligations Ameritech represents to Customer that the Service will operate materially in accordance the service description set forth in the tariff. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies Ameritech within the term, Ameritech shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service problems seven (7) days per week and twenty-four (24) hours per day. Ameritech's repair obligation does not include damage, defects, malfunctions service degradations or failures caused by Customer's or a third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides Ameritech with access on its side of the NETPOP so as to enable Ameritech to perform maintenance or repair work. In the event of an interruption in the Service, a credit allowance shall be made for the affected portion of the Service to the extent specified in the tariff.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE: CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AMERITECH, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE SHALL BE THE ORLIGATIONS OF

AMERITECH AS SET FORTH IN THIS AGREEMENT Letter of Appeal

471 Application #389344 (FRN 1151856) Metropolitan Dayton Educational Cooperative Association Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1151856

07/07/01 Dag 1

## Ameritech

# 112

## Custom DSI Service Agreement OHIO METRO

Termination for Convenience - If Customer terminates the Service prior to expiration of the term, Customer shall be liable to Ameritech (1) for the difference between Customer's current Monthly Charge and the tariff rate in effect at the time of termination for the payment plan that could have been completed during the time the Service was provided, multiplied by the number of months that the Service was provided, and (2) for any Non-Recurring Charges waived at installation if the Service is terminated prior to completion of a minimum of 36 months on a 36- or 60-month Term. In addition to the foregoing, if Service is discontinued in the 1st through 11st months the following additional charges will apply: 40% X the prevailing 12 month rate X (12 - the number of months Service was received). Charges shall become due in full immediately upon such termination.

Service Upgrade Customer may upgrade Service to a higher speed Ameritech DS3 or SONET service without incurring early termination charges; provided that the Upgraded Service is (I) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (II) is installed between the locations herein. NRCs will apply to the Upgraded Service.

- 8. Limitation of Damages The liability of Ameritech for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to Ameritech.
- 9. Assignment Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of Ameritech which shall not be unreasonably withheld or delayed.
- 10. Taxes and Additional Charges Customer shall remit to Ameritech all applicable federal, state and local taxes and all applicable municipal and state charges which arise under this Agreement unless and to the degree Customer furnishes evidence of exemption from any or all such taxes and charges.
- 11. Notices Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally or sent by express delivery service, certified mail, postage prepaid, and addressed to the parties at the addresses set forth on the front page. Notices shall be deemed given as of the date of receipt, the next business day when sent via express delivery service or three (3) days after mailing in the case of U.S. mail.
- 12. Publicity Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.
- 13. Regulatory Approval and Jurisdiction Approval of this Agreement by the PUCO, if approval is determined by Ameritech to be necessary, will be obtained by Ameritech. If PUCO approval is required and not obtained, then this Agreement will immediately terminate and Customer shall receive a refund of any non-recurring charge paid.

Approval of this Agreement by the PUCO does not constitute a determination that the terms and provisions for termination, or any resulting termination liability, of the Agreement should be upheld in a court of law. Approval by the PUCO of the termination liability language is not intended to indicate that the PUCO has approved any terms or provisions contained therein. Signatories of this Agreement are free to pursue whatever legal remedies they may have, should a dispute of this nature arise

14. Severability - If any prevision of this Agreement shall be 1
deleted from this Agreement and shall be replaced by a vali
same objectives for the parties as the severed provision was
Agreement shall continue in full force and effect.

Contact: Jerry 6

Letter of Appeal
471 Application #389344 (FRN 1151856)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

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# Ameritech Custom DSI Service Agreement OHIO METRO



- 15. Waiver Faihure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.
- Breach Either party may terminate this Agreement, or an appropriate portion of this Agreement if such breach does not affect the entire Agreement, immediately following written notice in the event the other party is in defaults as to any of its material obligations hereunder, provided (a) the defaulting party receives notice of termination containing a reasonably complete description of the default, and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.
- 17. Entire Agreement This Agreement and the applicable tariff are the complete agreement between the parties and.
  supersede any discussions, representation or proposals, written or oral, concerning the Service. This Agreement may not be modified except by a writing signed by both parties.

Letter of Appeal
471 Application #389344 (FRN 1151856)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1151856

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# Ameritech Custom DS1 Service Agreement OHIO METRO



Order Type [] New Instal	Conversion from M-M	
		Requested Installation Date
☐ Term Payment Plan/Mor	nthly Charge: 36 Months	IXXTerm Payment Plan/Monthly Charge: 60 Months
LDCs @ \$112 ea x(	Qty) =SubTotal	LDCs:@ \$98 ea x 2 (Qty) = 196,00 SubTotal
CMTs @ \$34ea x 2 =	SubTotal	CMTs @:\$22 ea x 2 = 44.00 SubTotal
CM @ \$14 ea x(Qt)	r) =SubTotal	CM @ \$12 ea x 3 (Qh) 36.00 SubTotal
-	Total:	Total: 276.00
·	es: MDECA 201 Riverside D Hillel Academy, 100 Wo	· · ·
	milier headenly, 100 not	odbury bris paycons on 43413
Ame	USTOMER  Datute	understand and accept the terms and conditions for authorized to make the commitments under this Order.  AMERITECH  Authorized Ameritech Signature
Print Name and Title	PHARD, EXE DIRECTOR	Print Name and Title
	22, 2001	
Date		Date
MDECA Company Name  201 Riverside D Bong Address  Dayton, OH 454 City, State, Zip		Fax contract to: 312/795-5494  Mail <u>SIGNED ORIGINAL</u> to:  Contract Information Management: 225 W Randolph, Floor 25C Chicago IL 60606  Original must be received within five (5) days after faxing:
Existing Baing Account Nu	umber (f applicable)	
Name: Phone:	AD/IDeACOM Dayton, Inc. Anita Leyes (937) 294-5900	Order Center. AIPC ABSC  Center Location:  F Letter of Appeal
Fax	(937) 297-5363	Letter of Appeal  App 471 Application #389344 (FRN 1151856)  Metropolitan Dayton Educational Cooperative Association

Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

FAN 1151856



MDECA 201 RIVERSIDE DR DAYTON, OH 45405-4963

Page 1 of 2 Account Number 937 R05-0001 745 2 Billing Date Oct 7, 2001

Web Site www.ameritech.com

Involce Number 937R05000110



## Monthly Statement

Sep 8 - Oct 7, 2001

Bill-At-A-Glance	
Previous Bill	179.10
Payment - Thank Youl	179.10CR
Adjustments	.00
Balance	.00
Current Charges	1,294.47
Total Amount Due	\$1,294.47
Amount Due in Full By	Oct 27, 2001

#### **Billing Summary**

Questions? Call:

Ameritech Local Service 1-800-480-8088 1,294.47

Repair Service:

1-800-480-8088 Telecommunications Relay System:

1-800-750-0750

**Total of Current Charges** 

1.294.47

### Ameritech Local Service

Monthly Service - Oct 7 thru Nov 6 607.65 Monthly Charges

Other Charges and Credits

This section of your bill reflects charges and credits resulting from

account activity.

Monthly Description Quantity USOC Charges No.

Date: Sep 6, 2001

Order Number: C1303528079

Special Services:

Circuit Number: DHZA.643460\_0B

Charges for Changing Service

1. Installation Serv Call Charge 2 2. Installation Charge

Charges for Services Added (Monthly Charges are Prorated from Sep 7, 2001

to Billing Date, Oct 7, 2001 ) 2 CZ4X3

110.00 110.00 3. Channel Mileage Termination 4. Channel Mileage 3 1YZX3 45,15 45.15

Circuit Location: 1

201 RIVERSIDE DR DAYTON OH

Charges for Services Added

(Monthly Charges are Prorated from Sep 7, 2001

to Billing Date, Oct 7, 2001)

112.50 1 TZ4X1 112.50 5. Local Distribution Channel

Circuit Location: 2

100 WOODBURY DR

HARRISON TWP OH

Charges for Services Added

(Monthly Charges are Prorated from Sep 7, 2001

to Billing Date, Oct 7, 2001 )

1 TZ4X3 141.00 141.00 5. Local Distribution Channel Total Charges for Circuit Number: .DHZA.643460..OB

Total Charges for Order Number: C1303528079 Total Other Charges and Credits

830.65 830.65 B30.65

Local, State and Federal Charges

Ohio Educational Discount

143.83CR

Total Ameritech Local Service Charges

1,294.47

142.00 280.00

#### News You Can Use - Summary

AVOID DISCONNECTION

EDUCATIONAL DISCOUNT

• PAYMENT & INQUIRIES

· SPECIAL NEEDS

See "News You Can Use" for additional information.

FAN 1151856

Letter of Appeal

471 Application #389344 (FRN 1151856)

Metropolitan Dayton Educational Cooperative Association

Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

Return bottom portion with your check in the enclosed envelope



## Monthly Statement

Jun 8 - Jul 7, 2004

MDECA 225 LINWOOD ST DAYTON, OH 45405-4970 Account Number 937 R05;0001 745 2 Web Site www.sbc.com

Invoice Number 937R05000107

Mr 3 2 2004 440-9100-12uld

Bill-At-A-Glance		SBC Local Services	
Previous Bill	248.40	Monthly Service - Jul 7 thru Aug 6	$\sim M$
Payment - Thank You!	248.40CR	Monthly Charges	276.00
Adjustments	.00	Surcharges and Other Fees Ohio Educational Discount	7 7.600
Balance	.00	Total SBC Local Services Charges	248.40
Current Charges	248.40		

\$248.40

Jul 28, 2004

**Billing Summary** 

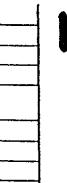
**Total Amount Due** 

Current Charges Due in Full By

FRN 1151856

Letter of Appeal 471 Application #389344 (FRN 1151856) Metropolitan Dayton Educational Cooperative Association Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980

21. Attachment #: STANT	22. Block 4 Worksheet No.: 519400	
23a. Monthly Charges: \$207.37	23b. Ineligible monthly amt.: \$.00	
23c. Eligible monthly amt.: \$207.37 23d. Number of months of service: 8		
23e. Annual pre-discount amount for eligible red	curring charges ( 23c x 23d): \$1,658.96	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00	
23h. Annual pre-discount amount for eligible no	on-recurring charges ( 23f - 23g): \$0.00	
23i. Total program year pre-discount amount ( 2		
23j. % discount (from Block 4): 46		
23k, Funding Commitment Request ( 23i x 23j):	\$763.12	



FRN: 1151856 FCDL Date:			
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893		
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio		
15. Contract Number: 937 R05-0001 745 2	16. Billing Account Number: 937 R05-0001-745 2		
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 06/22/2001		
19a. Service Start Date: 07/01/2004	19b. Service End Date:		
20. Contract Expiration Date: 09/05/2006			
21. Attachment #; HILLEL	22. Block 4 Worksheet No.: 519400		
23a. Monthly Charges: \$276.00	23b. Ineligible monthly amt.: \$.00		
23c. Eligible monthly amt.; \$276.00	23d. Number of months of service: 12		
23e. Annual pre-discount amount for eligible re	curring charges ( 23c x 23d): \$3,312.00		
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00		
23h. Annual pre-discount amount for eligible no	Letter of Appeal		
23i. Total program year pre-discount amount ( :	Doctor of Hopoth		
23j. % discount (from Block 4): 46 Metropolitan Dayton Educational Cooperative Associati			
23k. Funding Commitment Request ( 23i x 23j):	Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980		

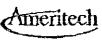
FRN: 1151861 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-5444 688 7	16. Billing Account Number: 937 R01-5444 688 7
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23c. Eligible monthly amt.: \$225.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible red	curring charges ( 23c x 23d): \$2,700.00
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	on-recurring charges ( 23f - 23g): \$0.00
23i. Total program year pre-discount amount ( 2	······································
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request ( 23i x 23j):	\$1,242.00

### FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344 Funding Request Number: 1151856 Services Ordered: Internet Access Funding Status: Funded SPIN: 143001688 SPIN: 143001688
Contract Number: 937 R05-0001 745 2
Billing Account Number: 937 R05-0001 745 2
Service Start Date: 07/01/2004
Contract Expiration Date: 06/22/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,312.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,312.00
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$1,523.52 - FRN approved as submitted Service Provider Name: SBC Ohio Funding Request Number: 1151861 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Contract Number: 937 R01-5444 688 7
Billing Account Number: 937 R01-5444 688 7
Service Start Date: 07/01/2004
Contract Expiration Date: 10/17/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,700.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00 Service Provider Name: SBC Ohio Pre-discount Amount: \$2,700.00 Discount Percentage Approved by the SLD: 46% Funding Commitment Decision: \$1,242.00 - FRN approved as submitted Funding Request Number: 1151863 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded SPIN: 143001688
Contract Number: 937 R01-6143 665 7
Billing Account Number: 937 R01-6143 665 7
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2007
Annual Pre-discount Amount for Eligible Recurring Charges: \$4,350.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$4,350.00
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$2,001.00 - FRN approved as submitted Service Provider Name: SBC Ohio Funding Request Number: 1151867 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded SPIN: 143001688

Contract Number: 937 R93-1747 744 8
Billing Account Number: 937 R93-1747 744 8
Service Start Date: 07/01/2004
Contract Expiration Date: 01/22/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,494.72
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,494.72
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$687.57 - FRN approved as submitted Service Provider Name: SBC Ohio

Letter of Appeal
471 Application #389344 (FRN 1151861)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980



#### Confirmation of Service Order-

#### Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BateRate, DS1.

Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tatiffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Noo-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Costomer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Pian Change: Prior to the completion of the selected Service term plan, Costomer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DSI, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations berein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order). Customer will be liable for an early termination charge, which will be expel to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(1) and Customer's Monthly Charges at the time of termination, b. Multiply the difference by the number of months Service was installed, and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its alfiliates, successors, agests or "assigns" for damages from Service interruptions or defects shall not exceed the prorate amount of Monthly Charges for the time Service was affected.

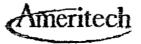
Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will provail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and superiode any discussions, representation, or proposals, written or oral, concerning the Service.

- 1 Monthly extension rates will apply for DS3 Service.
- 2 If termination occurs within the first year 12 month rates will apply.
- 3 For DS3 Service 85 percent will apply.

Page 1 of 2

FRN 1151861

Letter of Appeal
471 Application #389344 (FRN 1151861)
Metropolitan Dayton Educational Cooperative Association
Entity #151340





#### Confirmation of Service Order -

## Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Service	Basa R≠	Base Rate	Fractional	Fractional	Fractional	DS1:	D\$3.4			
Type:	Point to	Multipoint:	DS1-128:	DS1-258:	DS1-384:	}	1	1		
	Point:	ì	i	Ì	ł		ł			
			i	1	1	X	į.			
Order Type:	New:	Renewalt	Change:	Nove:	Add;	Remove:	Upgrade	e; D	iscornect:	
	Х				l					
Existing Con	tract No:			•	Existing C	Iroult ID:			<del></del>	
Term Plan:	12 No.	36 №0.	60 Mo.	T		Requeste	d Installati	on Dale:		
			X	1		· ·				
Morably Cha	2853;		Non Recu	Hon Recurring Charges:		Circuit Quantity: # Mustipoint Lo		point Locations;		
	\$112.50				\$280.00					
Service Loca	dion 937/222 (	CENTRAL OFFI	CE .		Service Locati	ON HOLY ANG	ELS			
74	No. 1: 101T3DYTHOHL1H01DYTNOH225K05						No. 2: 223 L ST.			
	DAYTON, OH 45402-					DAYTCH, OH 45409-				
You	и відпаture ас	knowledges th	at you unders	and and accep	the terms an	d conditions or	Pages 1 a	nd 2		
		and that you ar					•			
CUSTOMER			_	AMERII	TECH					
Don	ry C	Whol	yand.	·		_				
Authorized Cuptomer Signature Authorized Ameritech Signature										
	/									
IERRY WOODVARD EVECTOR \										

Dry ( Harlyn)		
Authorized Cuplomer Signature	Authorized Ameritech Signature	
JERRY WOODYARD - EXECUTIVE DIRECTOR		
Print Name and Title 10/17/200/	Print Name and Tille	
Date	Dete AMERITECH CONTACT INFORMAT	ION
MDECA		
Company Name	ANITA LEYES	11583645
201 RIVERSIDE DR.	Ameritech Sales Representative Name	Sales Code
Billing Address	IDEACOM DAYTON, INC.	
DAYTON, OH 45405	Company	
City, State and Zip Code	1940 W. DOROTHY LANE	
JERRY WOODYARD	Street Address	
Customer Contact	DAYTON OH 45439	
937 223 4980	City State and Zip Code	
Customer Contact Phone Number	937 294 5900	
	Phone Number	
	937 297 5363	
Existing Billing Account Number (if applicable)	Fax Number	

As used berein, Americach means Hànnis Bell Telephone Company in l'Binais; Inchana Bell Telephone Company Inc. in Indiana; Michigan Bell Telephone Company in höchigan; The Ohio Bell Telephone Company in Ohio; and Warcansin Bell Inc. in Wisconsin.



Letter of Appeal

471 Application #389344 (FRN 1151861) Metropolitan Dayton Educational Cooperative Association

Entity #151340



MDECA 201 RIVERISEDE DR DAYTON, OH 45405-4963 Page 1 of 2 Account Number 937 R01-5444 688 7 Billing Date Dec 1, 2001

Web Site www.ameritech.com

Monthly

Invoice Number 937R01544412

12

## Monthly Statement

Nov 2 - Dec 1, 200

9 12/12/2001 91U

Holy Idngels

Quantity USOC Charges

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.00	
.00	
.00	
.00	
610.00	
<b>\$610.00</b>	

Dec 21, 2001

610.00

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Amount Due in Full By

Bill-At-A-Glance

Questions? Cail:

Ameritech Local Service

1-800-480-8088

Repair Service: 1-800-480-8088

Telecommunications Relay System:

1-800-750-0750

Total of Current Charges 610.00

#### Ameritech Local Service

Monthly Service - Dec 1 thru Dec 31

Monthly Charges 225.00

Other Charges and Credits

This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

No. Description

Date: Nov 16, 2001

Order Number: NT303538688 Special Services:

Circuit Number: .DHZA.670994..0B

Charges for Establishing New Service

1. Installation Charge

280.00

Circuit Location: 1

Services Established:

(Monthly Charges are Prorated from Nov 17, 2001

to Billing Date, Dec 1, 2001)

2. Local Distribution Channel 1 TZ4X1 112.50 52.50

Circuit Location: 2 223 L ST

DAYTON OH

Services Established:

(Monthly Charges are Prorated from Nov 17, 2001

to Billing Date, Dec 1, 2001)

 3. Local Distribution Channel
 1 TZ4X1
 112.50
 52.50

 Total Charges for Circuit Number: DHZA.670994..0B
 385.00

 Total Charges for Order Number: N1303538688
 385.00

 Total Other Charges and Credits
 385.00

Total Ameritech Local Service Charges

610.00

### News You Can Use - Summary

- AVOID DISCONNECTION

ATE CHANGE

• PAYMENT & INQUIRIES

INQUIRIES

· WE HAVE A NEW NAME - SPECIAL NEEDS

See 'News You Can Use' for additional information

# FRN 1151861

Letter of Appeal

471 Application #389344 (FRN 1151861)

Metropolitan Dayton Educational Cooperative Association

Entity #151340



Monthly Statement

May 2 - Jun 1, 2004

At-A-Glance Netropolitan Dayton Educational Cooperative Association Entity #151340
Contact: Jerry C. Woodvard Phone (937) 222,4080 171 Application #389344 (FRN 1151861) ious Bill nent - Thank You! istments

JUN 0 8 2004

псе

ent Charges

al Amount Due

rent Charges Due in Full By

.00 .00 101.25

101.25

101.25CR

\$101.25

Jun 18, 2004

ing Summary

**MDECA** 225 LINWOOD ST DAYTON, OH 45405-4970

Page 1 of 1 Account Number 937 R01-5444 688 7 Billing Date Jun 1, 2004

Web Site www.sbc.com

Invoice Number 937R01544406

40 9100 Holy Hogels

## **SBC Local Services**

Monthly Service - Jun 1 thru Jun 30

Monthly Charges

112.50

Local, State and Federal Charges

Ohio Educational Discount

11.25CR

**Total SBC Local Services Charges** 

101.25

## News You Can Use

#### **AVOID DISCONNECTION**

All of the charges must be paid each month to keep your account current and avoid collection activities. However, certain charges MUST be paid in order to avoid disconnection of basic local service. Currently, for this account that amount is \$101.25.

EDUCATIONAL DISCOUNT

anne of 104 has been applied to vour





MDECA 225 LINWOOD ST DAYTON, OH 45405-4970 Page 1 of 2 Account Number 937 R01-5444 688 7 Billing Date Jul 1, 2004

Web Site www.sbc.com

123

Invoice Number 937R01544407

## Monthly Statement

Bill-At-A-Glance	
Previous Bill	101.25
Payment - Thank Youl	101.25 CR
Adjustments	.00
Balance	.00
Current Charges	205.87
Total Amount Due	\$205.87
Current Charges Due in Full By	Jul 23, 2004

#### **Billing Summary**

Questions? Call:

SBC Local Services
1-800-480-8088
Repair Service:
1-800-727-2273
Telecommunications Relay System:
1-800-750-0750

**Total of Current Charges** 

205.87

205.87

440-9100 HOLY Angels

#### **SBC Local Services**

Monthly Service - Jul 1 thru Jul 31
Monthly Charges

225.00

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from

account activity.

Item Monthly No Description Quantity USOC Charges

No. Description
Date: Jun 29, 2004

Order Number: C1033011992

Special Services:

Circuit Number: .DHZA.670994..0B

Circuit Location: 1 225 LINWOOD ST

DAYTON OH

Services Changed

Charges for Services Added

(Monthly Charges are Prorated from Jun 30, 2004

to Billing Date, Jul 1, 2004)

1. Local Distribution Channel

1 TZ4X1 112.50

3.75

Surcharges and Other Fees

Ohio Educational Discount

22.88CR

Total SBC Local Services Charges

205,87

# FAN 1151861

### News You Can Use - Summary

- AVOID DISCONNECTION
- PAYMENTS & INQUIRIES
- OA SURCHARGE CHANGES
- · FOUCATIONAL DISCOUNT
- · WHITE PAGE LISTINGS
- PAY WITH CREDIT CARD
- See "News You Can Use" for additional information

Letter of Appeal

471 Application #389344 (FRN 1151861)

Metropolitan Dayton Educational Cooperative Association Entity #151340

FRN: 1151863 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 600520000377393
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-6143 665 7	16. Billing Account Number: 937 R01-6143 665 7
17. Allowable Contract Date: 12/18/2001	18. Contract Award Date: 01/11/2002
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 03/27/2007	
21. Attachment #: ALTER	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$362.50	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$362.50	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible re	curring charges ( 23c x 23d): \$4,350.00
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	on-recurring charges ( 23f - 23g): \$0.00
23i. Total program year pre-discount amount(2	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request ( 23i x 23j):	\$2,001.00

FRN: 1151867 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 694850000421428
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R93-1747 744 8	16. Billing Account Number: 937 R93-1747 744 8
17. Allowable Contract Date: 11/19/2002	18. Contract Award Date: 07/08/2003
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/06/2006	
21. Attachment #: CHAMI	22. Block 4 Worksheet No.; 519400
23a. Monthly Charges; \$124.56	23b. Ineligible monthly amt.; \$.00
23c. Eligible monthly amt.: \$124.56	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible red	curring charges ( 23c x 23d); \$1,494.72
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	n-recurring charges ( 23f - 23g); \$0.00
23i. Total program year pre-discount amount ( 2	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request ( 23i x 23j):	\$687.57

12. 470 Application Number: 694850000421428	
14. Service Provider Name: SBC Ohio	
16. Billing Account Number: 937 R91-0094 910 0	
18. Contract Award Date: 08/13/2003	
John Camina End Data	
—— Letter of Appeal —— 471 Application #389344 (FRN 1151863)	
Metropolitan Davton Educational Cooperative Association	
Entity #151340	
Contact: Jerry C. Woodyard Phone (937) 223-4980	

#### FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344 Funding Request Number: 1151856 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio SPIN: 143001688
Contract Number: 937 R05-0001 745 2
Billing Account Number: 937 R05-0001 745 2
Service Start Date: 07/01/2004
Contract Expiration Date: 06/22/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,312.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,312.00
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$1,523.52 - FRN approved as submitted Funding Request Number: 1151861 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio Service Provider Name: SBC Ohio Contract Number: 937 R01-5444 688 7
Billing Account Number: 937 R01-5444 688 7
Service Start Date: 07/01/2004
Contract Expiration Date: 10/17/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,700.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,700.00
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$1,242.00 - FRN approved as submitted Funding Request Number: 1151863 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio Contract Number: 937 R01-6143 665 7
Billing Account Number: 937 R01-6143 665 7
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2007
Annual Pre-discount Amount for Eligible Recurring Charges: \$4,350.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00 Pre-discount Amount: \$4,350.00 Discount Percentage Approved by the SLD: 46% Funding Commitment Decision: \$2,001.00 - FRN approved as submitted Funding Request Number: 1151867 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded SPIN: 143001688
Contract Number: 937 R93-1747 744 8
Billing Account Number: 937 R93-1747 744 8
Service Start Date: 07/01/2004
Contract Expiration Date: 01/22/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,494.72
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,494.72
Discount Percentage Approved by the SLD: 46%
Funding Commitment Decision: \$687.57 - FRN approved as submitted Service Provider Name: SBC Ohio

Letter of Appeal
471 Application #389344 (FRN 1151863)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980





## Custom DS1 Service Agreement OHIO METRO

This	Agreement is entered	into as of <u>01/11/2002</u>	(the	"Effective D	ate") between An	neritech Enhance	d Business
Servi	ces, a division of Am	eritech Information Systems, Inc., o	on behalf of	The Ohio I	Bell Telephone C	ompany, an Ohio	corporation
and _	MDECA		_ ("Custom	er").			-

In consideration of the covenants and undertakings herein, the parties agree as follows:

- 1. Description of Service In accordance with the terms and conditions herein, Ameritech shall provide 1.544 MBPS High Capacity Digital Service Channels ("DSI Service") between the locations designated on page 4.
- 2. Term The term for providing the Service corresponds to the term payment plan selected by Customer on page 4. Upon completion of the Service term, Customer may continue receiving the Service at the then-current rates under any available payment plan. If Customer does not select a new payment plan and does not request discontinuance of the Service prior to expiration of the term, the month-to-month tariff rates in effect at such time will automatically apply.
- 3. Rates Customer shall pay the Monthly Charge shown on page 4, which shall not be subject to increases during the term of this Agreement. All invoices from and payments due to Ameritech shall be made in accordance with Ameritech's standard billing procedures.
- 4. Applicable Tariff Regulations Except as specifically set forth herein, the terms and conditions under which the Service is provided are controlled by tariffs filed with the Public Utilities Commission of Ohio ("PUCO"). Ameritech's obligation to provide the Service under this Agreement is expressly contingent upon and subject to filing and approval by the public utility commission.
- 5. Justallation and Cutover Consistent with the availability of certain equipment and facilities on Ameritech's side of the NETPOP, Ameritech shall develop and advise Customer of the installation and cutover schedule. Cutover shall be deemed to have occurred when the Service is substantially provided to Customer. If Ameritech's performance is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure condition, Ameritech shall have the right to extend cutover for a reasonable period of time, at least equal to the period of such delay. If Customer cancels this Agreement before the Service is established, Customer shall reimburse Ameritech for all expenses incurred in processing the order and in installing the required equipment and facilities.
- 6. Service and Maintenance Obligations Ameritech represents to Customer that the Service will operate materially in accordance the service description set forth in the tariff. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies Ameritech within the term, Ameritech shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service problems seven (7) days per week and twenty-four (24) hours per day. Ameritech's repair obligation does not include damage, defects, malfunctions service degradations or failures caused by Customer's or a third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides Ameritech with access on its side of the NETPOP so as to enable Ameritech to perform maintenance or repair work. In the event of an interruption in the Service, a credit allowance shall be made for the affected portion of the Service to the extent specified in the tariff.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AMERITECH, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE SHALL BE THE OBLIGATIONS OF AMERITECH AS SET FORTH IN THIS AGREEMENT.

FAN 1151863

Letter of Appeal
471 Application #389344 (FRN 1151863)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

Page 1

# Ameritech Custom DSI Service Agreement OHIO METRO



7. Termination for Convenience - If Customer terminates the Service prior to expiration of the term, Customer shall be liable to Ameritech (1) for the difference between Customer's current Monthly Charge and the tariff rate in effect at the time of termination for the payment plan that could have been completed during the time the Service was provided, multiplied by the number of months that the Service was provided, and (2) for any Non-Recurring Charges waived at installation if the Service is terminated prior to completion of a minimum of 36 months on a 36- or 60-month Term. In addition to the foregoing, if Service is discontinued in the 1" through 11" months the following additional charges will apply: 40% X the prevailing 12 month rate X (12 - the number of months Service was received). Charges shall become due in full immediately upon such termination.

Service Upgrade Customer may upgrade Service to a higher speed Ameritech DS3 or SONET service without incurring early termination charges; provided that the Upgraded Service is (1) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (II) is installed between the locations herein. NRCs will apply to the Upgraded Service.

- 3. Limitation of Damages The liability of Ameritech for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to Ameritech.
- Assignment Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of Ameritech which shall not be unreasonably withheld or delayed.
- 19. Taxes and Additional Charges Customer shall remit to Ameritech all applicable federal, state and local taxes and all applicable municipal and state charges which arise under this Agreement unless and to the degree Customer franishes evidence of exemption from any or all such taxes and charges.
- 11. Notices Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally or sent by express delivery service, certified mail, postage prepaid, and addressed to the parties at the addresses set forth on the front page. Notices shall be deemed given as of the date of receipt, the next business day when sent via express delivery service or three (3) days after mailing in the case of U.S. mail.
- 12. Publicity Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.
- 13. Regulatory Approval and Jurisdiction Approval of this Agreement by the PUCO, if approval is determined by Ameritech to be necessary, will be obtained by Ameritech. If PUCO approval is required and not obtained, then this Agreement will immediately terminate and Customer shall receive a refund of any non-recurring charge paid.

Approval of this Agreement by the PUCO does not constitute a determination that the terms and provisions for termination, or any resulting termination liability, of the Agreement should be upheld in a court of law. Approval by the PUCO of the termination liability language is not intended to indicate that the PUCO has approved my terms or provisions contained therein. Signatories of this Agreement are free to pursue whatever legal remedies they may have, should a dispute of this nature arise.

14. Severability - If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a volid and enforceable provision which so far as possible achieves the same objectives for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

Page 2



Letter of Appeal 471 Application #389344 (FRN 1151863) Metropolitan Dayton Educational Cooperative Association Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

## Ameritech





- 15. Waiver Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.
- 16. Breach Either party may terminate this Agreement, or an appropriate portion of this Agreement if such breach does not affect the entire Agreement, immediately following written notice in the event the other party is in defaults as to any of its material obligations hereunder, provided (a) the defaulting party receives notice of termination containing a reasonably complete description of the default, and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.
- 17. Entire Agreement This Agreement and the applicable tariff are the complete agreement between the parties and supersede any discussions, representation or proposals, written or oral, concerning the Service. This Agreement may not be modified except by a writing signed by both parties.
- 18. Jurisdiction Based on FCC Rules and Regulations, the attached pricing is offered via the respective Ameritech state tariff and is based on customer acknowledgement and certification to the company that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the service.

FAN 1151863

Page 3



## Ameritech Custom DSI Service Agreement OHIO METRO

	AMERITECH	DMER	บรกจ
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<del></del>	° ОН 42450 СИЈМОН43D21	940 E. David Rd., Dayton	_
	SC	10113DALINOHF1DALINOHSS2\KG Majneq <b>2</b>	ecuring Service Charges:
Total: 228,00		Total:	
	CM @ \$12 ea x 9 (CM) = 108,00 SubTotal	leloTdu2	= (\dD) = x ea bi\$ {
	CMTs @ \$22 eax 2 = 22,00 Subtotal	lstoTdu2.	= Z x 89 %\$ @
	LDCs @ 598 ea x 1 (C)) = (VL) Sub T x sa 862 @ eacl	leloTdu2	@ 2115 es x (Qt)) =
	Term Psyment PlanMonthly Charge: 69 Months	harge: 36 Months	m Payment Plan Monthly C
	Requested installation Data		
· · · · · · · · · · · · · · · · · · ·		——————————————————————————————————————	Type J New Install

Existing Billing Account Number (if applicable)	
CILY, State, Zip	Original must be received within five (5) days after faxing
Eding Address Dayton, OH 45405	S25 W Rendolph, Floor 25C Chicago IL 60608
Company Name 201 Riverside Dr.	Fax contract to: 312/795-5494
MDECA	avaa
T.QOE////0	election and the contract that
Jerry Woodyard/Executive Director	all this small frith
Authorized Custofner Signature	srulengič ricelinem beshorttu A

Sales Director				
		Approval Signature:	E989~762 (759) xea	
O MB60	98EM 🗌	Premotion Code:	byone: (631) 264-5900	
		Cettlet Location:	Name: Anita Leyes	
⊃sba []	JAN □	Order Center:	Channel AD/lDeACOM Dayton, Inc.	
在新聞時間的 1995年 1	44.64 <b>2.5</b>		The state of the s	

E081811 NV3

Pags4

Letter of Appeal
471 Application #389344 (FRM 1151863)
Metropolitan Dayton Educational Cooperative Association
Fritity #151340
Contact: Jenzy C. Woodyard Phone (937) 223-4980



Page 1 of 2

Account Number 937 RO1-6143 665

Billing Date Apr 1, 2002

Invoice Number 937R01614304

Web Site www.ameritech.com

Monthly

Quantity USOC Charges



Monthly Statement

Mar 2 - Apr 1, 2002

## Ameritech Local Service

Monthly Service - Apr 1 thru Apr 30

Monthly Charges

MDECA

201 RIVERSIDE DR

DAYTON, OH 45405-4963

Other Charges and Credits This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

No. Description Date: Mar 28, 2002

Urder Number: N1303549665

Special Services:

Circuit Number: .DHZA.719057..08

Charges for Establishing New Service 1. Installation Serv Call Charge

2. Installation Charge Services Established:

(Monthly Charges are Prorated from Mar 29, 2002 to Billing Date, Apr 1, 2002 )

3. Channel Mileage Termination

2.93 4. Channel Mileage 9 1YZX3 108.00 7.20

Circuit Location: 3 940 E DAVID RD

KETTERING OH Services Established:

(Monthly Charges are Prorated from Mar 29, 2002

to Billing Date, Apr 1, 2002 )

5. Local Distribution Channel 1 TZ4X3 98,00 5.53 Total Charges for Circuit Number: .DHZA.719057..OB 367.66 Total Charges for Order Number: N1303549665 367.66 Total Other Charges and Credits 367.66

**Total Ameritech Local Service Charges** 

71.00

280.00



Letter of Appeal

471 Application #389344 (FRN 1151863) Metropolitan Dayton Educational Cooperative Association Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

## Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	617.66

## Total Amount Due

\$617.66

Current Charges Due in Full By

Apr 22, 2002

## **Billing Summary**

## Questions? Call:

Ameritech Local Service 1-800-480-8088

Repair Service:

1-800-480-8088

Telecommunications Relay System:

1-800-750-0750

**Total of Current Charges** 

617.66

617.66



News You Can Use - Summary





## Monthly Statement

Bill-At-A-Glanco Previous Bill 225.00 Payment - Thank Youl 225.00CR Adjustments .00 Balance .00 Current Charges 225.00 \$225.00 **Total Amount Due** 

Jul 23, 2004

937 R01-6143 665 7

Invoice Number 937901614307

440-9100 LAHER

## SBC Local Services

Monthly Service - Jul. 1 thru Jul 31 Monthly Charges

Surcharges and Other Fees Ohio Educational Discount

25.00CR

Total SBC Local Services Charges

225.09

Billing Summary

Correct Charges Dire in Full By

# ERN 1151863

Letter of Appeal 471 Application #389344 (FRN 1151863) Metropolitan Dayton Educational Cooperative Association Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980



## Monthly Statement Jul 2 - Aug 1, 2004

Bill-At-A-Glance Previous Bill 225.00 Payment - Thank Youl 225.00CR Adjustments .00 Balance .00 **Current Charges** 404,34 \$404.34 **Total Amount Due** Current Charges Due in Full By Aug 24, 2004

#### **Billing Summary**

Questions? Call:

**SBC Local Services** 

1-800-480-8088

Repair Service:

1-800-727-2273

Telecommunications Relay System:

1-800-750-0750

**Total of Current Charges** 

404.34

404,34

MDECA 225 LINWOOD ST DAYTON, OH 45405-4970

Page 1 of 2

Account Number 937 R01-6143 665 Billing Date Aug 1, 2004

Web Site www.sbc.com

Invoice Number 937R01614308

44091<sup>CC</sup>

ITER

## **SBC Local Services**

Monthly Service - Aug 1 thru Aug 31

Monthly Charges

348.00

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from

account activity. Item

Description No.\_

Quantity USOC Charges

Date: Jun 29, 2004

Order Number: C1033011993

Special Services:

Circuit Number: .DHZA.719057..OB

Circuit Location: 1 225 LINWOOD ST

LO HOTYAG

Services Changed

Charges for Services Added

(Monthly Charges are Prorated from Jun 30, 2004)

to Billing Date, Aug 1, 2004)

1. Local Distribution Channel

1 TZ4X3

98.00

101.27

Surcharges and Other Fees

Ohio Educational Discount

44.93CR

**Total SBC Local Services Charges** 

404.34

5339.31.1271.278636 1 AV 0.278 Aug 10,2004

հեռհիստՈրդվանիկոկոլիա<u>իի</u>սիանի

**MDECA** 225 LINWOOD ST DAYTON, OH 45405-4970 FRN 1151863

Letter of Appeal 471 Application #389344 (FRN 1151863) Metropolitan Dayton Educational Cooperative Association Entity #151340

Contact: Jerry C. Woodvard Phone (937) 223-4980

FRN: 1151863 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 600520000377393
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-6143 665 7	16. Billing Account Number: 937 R01-6143 665 7
17. Allowable Contract Date: 12/18/2001	18. Contract Award Date: 01/11/2002
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 03/27/2007	
21. Attachment #: ALTER	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$362.50	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$362.50	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible red	curring charges ( 23c x 23d): \$4,350.00
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	n-recurring charges ( 23f - 23g): \$0.00
23i. Total program year pre-discount amount ( 2	<b>3e + 23h):</b> \$4,350.00
23j. % discount (from Block 4); 46	
23k. Funding Commitment Request ( 23i x 23j):	\$2,001.00

FRN: 1151867 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 694850000421428
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R93-1747 744 8	16. Billing Account Number: 937 R93-1747 744 8
17. Allowable Contract Date: 11/19/2002	18. Contract Award Date: 07/08/2003
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/06/2006	
21. Attachment #: CHAMI	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$124.56	23b. Ineligible monthly amt.; \$.00
23c. Eligible monthly amt.: \$124.56	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible red	curring charges ( 23c x 23d): \$1,494.72
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible no	n-recurring charges ( 23f - 23g): \$0.00
23i. Total program year pre-discount amount ( 2	3e <b>+ 2</b> 3h): \$1,494.72
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request ( 23i x 23j):	\$687.57

FRN: 1151871 FCDL Date:		
11. Category of Service: Internet Access	12. 470 Application Number: 694850000421428	
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio	
15. Contract Number: 937 R91-0094 910 0	16. Billing Account Number: 937 R91-0094 910 0	
17. Allowable Contract Date: 11/19/2002	18. Contract Award Date: 08/13/2003	
19a. Service Start Date: 07/01/2004	Latter - CA	
20. Contract Expiration Date: 10/08/2005	<ul> <li>Letter of Appeal</li> <li>471 Application #389344 (FRN 1151867)</li> </ul>	
21. Attachment #: CARRO	Metropolitan Dayton Educational Cooperative Associati Entity #151340	
23a. Monthly Charges: \$340.50		
23c. Eligible monthly amt.: \$340.50	Contact: Jerry C. Woodyard Phone (937) 223-4980	

#### FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344 Funding Request Number: 1151856 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio SPIN: 143001688

Contract Number: 937 R05-0001 745 2

Billing Account Number: 937 R05-0001 745 2

Service Start Date: 07/01/2004

Contract Expiration Date: 06/22/2006

Annual Pre-discount Amount for Eligible Recurring Charges: \$3,312.00

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$3,312.00

Discount Percentage Approved by the SLD: 46%

Funding Commitment Decision: \$1,523.52 - FRN approved as submitted Funding Request Number: 1151861 Services Ordered: Internet Access SPIN: 143001688 Funding Status: Funded Service Provider Name: SBC Ohio Contract Number: 937 R01-5444 688 7
Billing Account Number: 937 R01-5444 688 7
Service Start Date: 07/01/2004
Contract Expiration Date: 10/17/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,700.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00 Pre-discount Amount: \$2,700.00 Discount Percentage Approved by the SLD: 46% Funding Commitment Decision: \$1,242.00 - FRN approved as submitted Funding Request Number: 1151863 Services Ordered: Internet Access Funding Status: Funded SPIN: 143001688 Service Provider Name: SBC Ohio SPIN: 143001688

Contract Number: 937 R01-6143 665 7

Billing Account Number: 937 R01-6143 665 7

Service Start Date: 07/01/2004

Contract Expiration Date: 01/11/2007

Annual Pre-discount Amount for Eligible Recurring Charges: \$4,350.00

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$4,350.00

Discount Percentage Approved by the SLD: 46%

Funding Commitment Decision: \$2,001.00 - FRN approved as submitted Funding Request Number: 1151867 Funding Status: Funded Services Ordered: Internet Access SPIN: 143001688 Service Provider Name: SBC Ohio SPIN: 143001688

Contract Number: 937 R93-1747 744 8

Billing Account Number: 937 R93-1747 744 8

Service Start Date: 07/01/2004

Contract Expiration Date: 01/22/2006

Annual Pre-discount Amount for Eligible Recurring Charges: \$1,494.72

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$1,494.72

Discount Percentage Approved by the SLD: 46%

Funding Commitment Decision: \$687.57 - FRN approved as submitted

Letter of Appeal
471 Application #389344 (FRN 1151867)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980





# Confirmation of Service Order Exchange Dedicated Communications Services Base Rate, Fractional DS1, DS1 and DS3 Services

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 24-month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: During the term plan, the customer may move one Local Distribution Channel of a circuit to another location in the same LATA and keep the term plan in effect. Certain NRCs will apply for circuit redesign, central office testing, and customer connection. New mileage charges will be applied if the new location is served out of a different central office. If the customer moves both ends of the service concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the lesser of (1) the total monthly payments remaining under the Term Payment Plan or (2) the amount of savings Customer received while the Service was installed. The charge for the Customer savings received will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of SBC, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of SBC shall be void.

Liability. The liability of SBC, its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

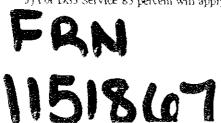
Private Line Services Jointly Provisioned by Multiple Telephone Companies: When the telephone companies involved in provisioning service change to meet point multiple billing, the rates contained in this TPP associated with the portion of the circuit in the non-SBC territory will no longer be part of this TPP. Under the meet point multiple billing arrangement, the non-SBC telephone company(s) involved will provide billing directly to customer at their tariffed rates for the portion of the circuit in their territory. The TPP for the SBC portion of the circuit will remain intact. A 60 day advance notice will be sent to customer prior to a change from a single bill to multiple bill. In the event the billing is changed to meet point multiple billing and the customer chooses not to keep the TPP in effect, the customer can terminate the TPP and termination liability charges will not apply.

Jurisdiction Based on FCC Rules and Regulations, the attached pricing is offered via the respective Ameritech state tariff and is based on customer acknowledgement and certification to the company that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the service

(1) Monthly extension rates will apply for DS3 Service

(2) If termination occurs within the first year 12 month rates will apply

3) For DS3 Service 85 percent will apply.



Letter of Appeal
471 Application #389344 (FRN 1151867)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

Page 1 of 2





## Confirmation of Service Order Exchange Dedicated Communications Services -Base Rate, Fractional DS1, DS1 and DS3 Services

Service Type: Base Rate Point-to-Point	☐ Fraction	onal DS1-128 🔀 DS1	
Base Rate Multipoint	☐ Fraction	onal DS1-256 DS3	
	☐ Fractio	onal DS1-384	
Order Type: New M Renewal	Conversion	Upgrade Upgrade Upgrade (Faster speed; ex: (Same Service/Longer DSO to DS1) Term; ex: 3yr to 5 yr)	Winback
Existing Contract #: 19980714-0025		Existing Circuit ID: 81.DHZA,531186	
Term Plan (months): 12 24 (DS1 only)	36 🗌 60	Requested Installation Date: 08-06-03	
Monthly Charges: \$124.56		Non Recurring Charges: \$0.00	
Circuit Quantity: 1		# Multipoint Locations:	
Service Location #1: CHAMINADE JULIENNE 505 S. LUDLOW ST. DAYTON, OH 45402-		Service Location #2: MDECA 102T3DYTNOHL1H0 CHANNEL 24	IDYTNOH225K0
Your signature acknowledges that you un and that you are authoriz	derstand and ted to make th	accept the terms and conditions on Pages 1 and 2 se commitments under this Order	
CUSTOMER Manual	rd -	SBC	
Authorized Customer Signature	<del>- 9</del>	Authorized SBC Signature	
JERRY WOODYARD - EXECUTIVE DIRECTO	OR		
Print Name and Title 0 / 22 / 2003		Print Name and Title	
Date /		Dale SBC CONTACT INFORMATION	
MDECA	,	ANITA LEYES	H583645
Company Name		SBC Sales Representative Name	Sales Code
225 LINWOOD AVE.		IDEACOM DAYTON, INC.	
Billing Address		Сотрану	
DAYTON, OH 45405		1940 W. DOROTHY LANE	
City, State and Zip Code		Street Address	
JERRY WOODYARD	<b>.</b>	AYT <u>O</u> N OH 45429	
Customer Cantact		City ate nd AC	
937 223 4980		937 04 59	X(n
Customer Contact Phone Number	<del></del>	Phone Number	* *
937R931747		937 297 5363	
Existing Billing Account Number (if applicable)		Fax Number	
As used herein Amentech misons Illinois Bell Telephone Compo Company in Microgon, The Ohio Bell Telephone Company in O	Metropolita Entity #151	ation #389344 (FRN 1151867) in Dayton Educational Cooperative Association	Fage 2 of



## Monthly Statement

Aug 20 - Sep 19, 2003

## Bill-At-A-Glance

Previous Bill	284.85		
Payment	101.25CR		
Adjustments	204.00CR		
Balance	20.40CR		
Current Charges	127.30		
Total Amount Due	\$106.90		
Current Charges Due in Full By	Oct 14, 2003		

## **Billing Summary**

#### Questions? Call:

SBC Local Services 127.30
1-800-660-3000

Repair Service: 1-800-727-2273 Telecommunications Relay System: 1-800-750-0750

Total of Current Charges 127.30



## News You Can Use - Summary

AVOID DISCONNECTION

• FDUCATIONAL DISCOUNT

PAYMENTS & INQUIRIES

See "News You Can Use" for additional information.

Local Services Provided by SBC Illinois, SBC Indiana, SBC Michigan, SBC Chio or SBC Wisconsin based upon the service address location

Return bottom portion with your check in the enclosed envelope

MDECA 201 RIVERSIDE DR DAYTON, OH 45405-4963

Page 1 of 2
Account Number 937 R93-1747 744 8
Billing Date Sep 19, 2003

Web Site www.ameritech.com

Invoice Number 937R93174709

137

302.75

174.38

302 75CR

128 37 CR

128 37 FR

dice Ct

## Detail of Payments and Adjustments

Item				
No.	Date	Description	Adjustments	<b>Payments</b>
1	8-27	Special Access Rec-NR Intrast	204.00CR	
2	9-17	Payment		101.25
Tota	İs		204.00CR	101.25

#### SBC Local Services

124.56

Item Monthly
No. Description Quantity USOC Charges
Date: Aug 20, 2003
Order Number: R9940059218

Special Services: Circuit Number: 81.DHZA.531186..0B

Circuit Location: 2
Services Changed
Charges for Services Added
(Monthly Charges are Prorated from Aug 7, 2003)
to Billing Date, Sep 19, 2003)

1. Local Distribution Channel 1. TZ4X1 216.25
Services Changed
Credits for Services Removed
(Monthly Changes were Billed in Advance and

| Monthly Charges were Billed in Advance and are Prorated from Aug 7, 2003 to Sep 19, 2003 | Local Distribution Channel | 1 TZ4X1

 2. Local Distribution Channel
 1 TZ4X1
 112.50
 157.50CR

 Total Charges for Circuit Number: 81.DHZA.531186.0B
 145.25

 Total Charges for Order Number: R9940059218
 145.25

Date: Aug 26, 2003 Order Number: C1923802385 Circuit Number: 81.DHZA.531186..0B Circuit Location: 2

> Services Changed Charges for Services Added (Monthly Charges are Prorated from Aug 7, 2003 to Billing Date, Sep 19, 2003)

3. Local Distribution Channel 1 TZ4X1 124.56 Services Changed Credits for Services Removed (Monthly Charges were Billed in Advance and are Prorated from Aug 7, 2003 to Sep 19, 2003)

4 Local Distribution Channel 1 TZ4X1 216.25
Total Credit for Circuit Number 81 DHZA 531186.08
Total Credits for Order Number C1923902385

Letter of Appeal

471 Application #389344 (FRN 1151867)

Metropolitan Dayton Educational Cooperative Association Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980